enacted for the benefit of parents and guardians in order that their children should not be wrested from their care and control, and should not be construed in such a way as to nullify it on account of the court-martial proceedings thus using it as a medium for their punishment. See *Ex parte Lisk*, 145 Fed. 860; *Ex parte Bakley*, 148 Fed. 56. But see *Dillingham* v. *Booker*, *supra*. Conversely, it is held that if actual proceedings have been begun by the court-martial, civil jurisdiction will not attach. *In re Miller*, 52 C. C. A. 472, 114 Fed. 438.

ATTORNEY AND CLIENT—SETTLEMENT BY CLIENT—ATTORNEY'S COMPENSATION.—The plaintiffs were retained by the defendant to conduct certain litigation for him, their fee being contingent on a favorable termination of the case. Pending the action, the defendant in good faith amicably settled the controversy without the plaintiffs' consent. This action is brought by the attorneys to recover the agreed compensation. *Held*, the plaintiffs can only recover on a *quantum meruit* the reasonable value of the services actually rendered. *Southworth et al.* v. *Rosendahl* (Minn.), 158 N. W. 717.

That the law approves and encourages the settlement of litigation outside of court is well established. *Re Snyder*, 190 N. Y. 66, 82 N. E. 742, 123 Am. St. Rep. 533, 13 Ann. Cas. 441, 14 L. R. A. (N. S.) 1101; *Huber* v. *Johnson*, 68 Minn. 74, 70 N. W. 806, 64 Am. St. Rep. 456. And it is considered against public policy to constrain an unwilling suitor to keep alive litigation, and penalize him for exercising his legal right to compromise by awarding the attorney the contract price without regard to the value of the services rendered by him. *Andrews* v. *Haas* (N. Y.), 108 N. E. 423. See *Louque* v. *Dejan*, 129 La. 519, 56 South. 427, 38 L. R. A. (N. S.) 389.

The contingency never happening, the services stipulated under the contract were never fully performed; and since the contract is entire, nothing short of complete performance would authorize a recovery on it. See *Harris* v. *Root*, 28 Mont. 159, 72 Pac. 429. Hence, the attorney is relegated to an action upon a *quantum meruit* for the value of the services rendered. *Foley* v. *Kleinschmidt*, 28 Mont. 198, 72 Pac. 432. This is true even where it is impossible to show whether the attorney would have been successful or not. *Semmes* v. *Western Union Tel. Co.*, 73 Md. 9, 20 Atl. 127. And also where he has been unsuccessful in the lower court. See *Johnston* v. *Cutchin*, 133 N. C. 119, 45 S. E. 522.

But some cases hold that on account of the nature of the services rendered by an attorney an exception to the general rule should be made, and the measure of damages should be the compensation named in the contract. *McElhinney* v. *Kline*, 6 Mo. App. 94; *Millard* v. *Jordan*, 76 Mich. 131, 42 N. W. 1085; *Brodie* v. *Watkins*, 33 Ark. 545, 34 Am. Rep. 49. See *Myers* v. *Crockett*, 14 Tex. 257. Some of the cases adhering to this view allow the attorney to recover the entire amount of the contract, on the ground that it is impossible to value his services. *Kersey* v. *Garlin*, 77 Mo. 645; *Polsley* v. *Anderson*, 7 W. Va. 202, 23 Am. Rep. 613; *Brodie* v. *Watkins*, *supra*. Others proceed upon the ground that the acts of the client in effecting the compromise without the consent

of the attorney constitute a waiver of further performance by him. *Hill* v. *Cunningham,* 25 Tex. 25; *Larned* v. *City of Dubuque,* 86 Ia. 166, 53 N. W. 105; *Cheshire* v. *Des Moines City Ry. Co.,* 153 Ia. 88, 133 N. W. 324. But in these cases the attorney is not confined to an action on the contract, and no act of the client will deprive him of his right to recover on a *quantum meruit* the reasonable value of his services. *Duke* v. *Harper,* 8 Mo. App. 296. See *Cosgrove* v. *Burton,* 104 Mo. App. 698, 78 S. W. 667.

As to the right of the one who is guilty of a breach of contract to recover on a *quantum meruit* the value of the services already rendered, which it seems should apply as between attorney and client, see 4 VA. LAW REV. 66.

AUTOMOBILES—LIABILITY OF OWNER—NEGLIGENCE OF SON IN DRIVING.—The son of an owner of an automobile negligently ran into the plaintiff's horse while using the automobile for his own pleasure. Plaintiff brought an action against the father for damages. *Held,* the father is not liable. *Cohen* v. *Meadow* (Va.), 89 S. E. 876.

For discussion of principles involved, see full and excellent article by Mr. Ashley Cockrill, 2 VA. LAW REV. 189.

CORPORATIONS—DIRECTORS AS TRUSTEES—STATUTE OF LIMITATIONS.—The directors of a bank set up the statute of limitations in defense to an action by the receiver of the bank to recover damages for losses caused by negligent mismanagement of the affairs of the corporation, resulting in the bank's insolvency. *Held,* upon the application of the principles of concealed fraud, and trust relationship, the statute will not bar the action by the receiver; since it was instituted within a reasonable time after his appointment. *Ventress* v. *Wallace* (Miss.), 71 South. 636. See NOTES, p. 221.

COURTS—CONCURRENT JURISDICTION—PRIORITY.—A bill was filed in a state court to have a receiver appointed for an insolvent corporation, under a state statute. Before a receiver was appointed by the state court, a trustee under a mortgage given by the corporation filed a bill in a federal court of concurrent jurisdiction praying for foreclosure of the mortgage and the appointment of a receiver pending the final decree, and a receiver was accordingly appointed. Later, a receiver was appointed by the state court who petitioned the federal court to order the receiver appointed by that court to turn over the assets of the corporation to him. *Held,* petition dismissed. *Empire Trust Co.* v. *Brooks,* 232 Fed. 641. See NOTES, p. 229.

GIFTS—GIFTS CAUSA MORTIS—DELIVERY TO AGENT.—The donor, on his death bed, placed a check in the hands of a relative of the donee, with instructions to give it to her in event of his death. *Held,* there was a valid gift *causa mortis. Sharpe* v. *Sharpe* (S. C.), 90 S. E. 34.

It is not essential to the validity of a gift *causa mortis* that the donor deliver the property directly to the donee. It is well settled that de-